

United States District Court
Central District of California

JINNO INTERNATIONAL USA, LLC, a
New York Limited Liability Company,

Plaintiff,

v.

NECESSARY OBJECTS, a business
entity of form unknown; MACY'S INC.
individually and doing business as
"Bloomingdales," a Delaware Corporation;
and DOES 1-10,

Defendants.

Case No. 2:18-cv-03380-ODW (JPRx)

**ORDER DENYING MOTION FOR
LEAVE TO WITHDRAW AS
COUNSEL OF RECORD FOR
NECESSARY OBJECTS [43]**

I. INTRODUCTION

Todd M. Lander of the law firm Freeman, Freeman & Smiley, LLP ("Counsel"), counsel of record for Defendant and Cross-Claimant Necessary Objects, seeks leave to withdraw as counsel for Necessary Objects. (Mot. for Leave to Withdraw as Counsel of Record ("Mot."), ECF No. 43.) The Motion is unopposed. However, for the reasons discussed below, the Court **DENIES** the Motion.¹

¹ After considering the papers filed in connection with the Motion, the Court deems the matter appropriate for decision without oral argument. Fed. R. Civ. P. 78(b); C.D. Cal. L.R. 7-15.

II. BACKGROUND

On April 23, 2018, Plaintiff Jinno International USA, LLC (“Jinno”) filed its Complaint in this matter against Defendants Necessary Objects (“Necessary Objects”) and Macy’s Inc. (“Macy’s”) asserting copyright infringement of a certain textile design. (*See* Complaint, ECF No. 1.) Macy’s filed a cross-claim against Necessary Objects for breach of contract and indemnification, asserting Necessary Objects was a vendor of Macy’s, but Macy’s later dismissed its cross-claim. (Macy’s Answer and Cross-cl. 5, ECF No. 12; Notice of Dismissal, ECF No. 33.) After Jinno amended Doe Defendant 1 to name Defendant Elotex International, Inc. (“Elotex”), Necessary Objects filed a cross-claim against Elotex for breach of warranty, asserting Necessary Objects purchased fabric bearing the alleged infringing design from Elotex. (Order on Pl.’s Notice of Doe Amendment, ECF No. 17; Necessary Objects’s Answer and Cross-cl. ¶¶ 4, 6, ECF No. 19.) Fact and Expert discovery cutoffs are set for February and March 2019, respectively. (Order Granting Stipulation to Continue, ECF No. 47.) A jury trial is scheduled to commence on June 18, 2019. (*Id.*)

Counsel represents both Macy’s and Necessary Objects in this action. (*See* Necessary Objects’s Answer and Cross-cl. 1; Notice of Appearance and Ass’n. of Counsel, ECF No. 34.) On December 6, 2018, Counsel moved for leave to withdraw as counsel of record for Necessary Objects, on the grounds that Counsel’s “relationship with Necessary Objects has broken down,” and “Necessary Objects has been utterly unresponsive to [Counsel’s] correspondence and inquiries.” (Mot. 4, 5.) Counsel’s motion is unopposed.

III. LEGAL STANDARD

The decision to grant or deny a motion to withdraw as counsel for a party is within the Court’s discretion. *See Huntington Learning Ctrs., Inc. v. Educ. Gateway, Inc.*, No. 09-cv-3200-PSG (VBKx), 2009 WL 2337863, at *1 (C.D. Cal. July 28, 2009). Pursuant to the local rules of this district, “[a]n attorney may not withdraw as counsel except by leave of court.” C.D. Cal. L.R. 83-2.3.2; *see also Darby v. City of*

1 *Torrance*, 810 F. Supp. 275, 276 (C.D. Cal. 1992). “A motion for leave to withdraw
2 must be made upon written notice given reasonably in advance to the client and to all
3 other parties who have appeared in the action . . . and must be supported by good
4 cause.” C.D. Cal. L.R. 83-2.3.2. “An attorney requesting leave to withdraw from
5 representation of an organization of any kind . . . must give written notice to the
6 organization of the consequences of its inability to appear pro se.” C.D. Cal.
7 L.R. 83-2.3.4. Corporations cannot appear pro se in federal court. C.D. Cal.
8 L.R. 83-2.2.2; *Rowland v. Cal. Men’s Colony, Unit II Men’s Advisory Council*, 506
9 U.S. 194, 201–02 (1993) (stating that a corporation “may appear in the federal courts
10 only through licensed counsel”). In determining whether good cause is shown, a court
11 may consider: “(1) the reasons why withdrawal is sought; (2) the prejudice withdrawal
12 may cause to other litigants; (3) the harm withdrawal might cause to the
13 administration of justice; and (4) the degree to which withdrawal will delay the
14 resolution of the case.” *Liang v. Cal-Bay Int’l, Inc.*, No. 06-cv-1082–WMc, 2007 WL
15 3144099, at *1 (S.D. Cal. Oct. 24, 2007).

16 IV. DISCUSSION

17 Although the Court recognizes that permissive withdrawal may be warranted
18 due to the lack of communication between Necessary Objects and Counsel, the Court
19 must deny the instant Motion. *See* Cal. R. Prof’l Conduct 1.16(b)(4) (Nov. 1, 2018)
20 (recognizing permissive withdrawal where the client’s “conduct renders it
21 unreasonably difficult for the lawyer to carry out the representation effectively”)
22 (replacing Cal. R. Prof’l Conduct 3-700(C)(1)(d) (1992)).

23 Trial is six months away, so the likelihood of delay is minimal. Additionally,
24 no party to this action objected to Counsel’s Motion, indicating a lack of prejudice to
25 other litigants. Further, Counsel methodically establishes compliance with the Court’s
26 local rules. Counsel declares he has given written notice to Necessary Objects
27 reasonably in advance of the hearing on this Motion and to all other parties that have
28 appeared in the action. (Decl. of Todd M. Lander (“Lander Decl.”) ¶ 6, ECF No. 43-

1 1.) He declares he has informed Necessary Objects, through its CEO William
2 Kaufman, that it may not appear pro se in this case and faces consequences in this
3 action if it should fail to obtain counsel. (Lander Decl. ¶ 7.)

4 However, Counsel declares this written notice was provided to Necessary
5 Objects at an address on 4th Avenue, which is inconsistent with the address at which
6 Necessary Objects was served with the Complaint in this action, on 47th Avenue.
7 (See Proof of Service (Summons and Complaint), ECF No. 10; *compare* Lander Decl.
8 ¶ 6; Certificate of Service (Motion) 2, ECF No. 44.) Written notice delivered to the
9 wrong address would not inform Necessary Objects of this Motion or its inability to
10 appear pro se. Because it is unclear that Necessary Objects has been provided written
11 notice as required by the Local Rules, the Court **DENIES** Counsel's Motion
12 **WITHOUT PREJUDICE**.

13 V. CONCLUSION

14 For the foregoing reasons, Counsel's Motion is hereby **DENIED WITHOUT**
15 **PREJUDICE**. (ECF No. 43.)

16
17 **IT IS SO ORDERED.**

18
19 January 8, 2019

20
21 

22 **OTIS D. WRIGHT, II**
23 **UNITED STATES DISTRICT JUDGE**
24
25
26
27
28